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AGREEMENT

BETWEEN

TOWNSHIP OF JEFFERSON

AND

JEFFERSON TOWNSHIP POLICEMEN'S

BENEVOLENT ASSOCIATION, LOCAL 190

**January 1, 1997, through December 31, 1999**

COURTER, KOBERT, LAUFER & COHEN  
10 Park Place, Suite 201  
Morristown, New Jersey 07960

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## **PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997 by and between TOWNSHIP OF JEFFERSON, A Municipal Corporation of the State of New Jersey, with offices at Municipal Building, 1033 Weldon Road, Lake Hopatcong, New Jersey 07849 (hereinafter called the "Employer")

and

JEFFERSON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 190, with its principal office, c/o Richard Geib, 1033 Weldon Road, Lake Hopatcong, New Jersey 07849 (hereinafter called the "PBA").

WHEREAS, both the Employer and the PBA believe in the soundness of principal of collective bargaining and contracting; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

## SECTION 1

### **Recognition**

A. The Employer hereby recognizes the PBA, through its respective appointed negotiators, as the exclusive representative of all full-time, permanent Police Officers in the Township of Jefferson, of the following ranks: Police Officer, Sergeant and Lieutenant.

All position titles not enumerated above are hereby excluded from the negotiating unit.

## SECTION 2

### **Coverage**

It is intended that this agreement shall cover all matters pertaining to wages, hours, and working conditions concerning the Jefferson Township Police Department.

## SECTION 3

### **Management Rights**

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions thereof to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause, according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, provided they do not effect wages, hours and working conditions and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

## SECTION 4

### **Work Week and Overtime**

- A. There is established within the Patrol Division a consecutive four (4) day on, four (4) day off work schedule of twelve (12) hour work days. The work schedule shall consist of 112 day cycle or a 16 week cycle.
- B. During each 16 week cycle an additional 36 hours off shall be granted in three (3) twelve (12) hour days. These days will be reorganized as floating days off. Three (3) floating days off must be requested off during each 16 week cycle. A floating day off must be requested by the officer and approved in the same manner as vacation days, holidays, personal sick days or compensatory time off.
- C. Training time will total twelve (12) hours per calendar year. Training time will be used for the purpose of police training at the discretion of the Chief of Police. Training time shall not be accumulated from year to year.
- D. All other police personnel not assigned to the 12 hour schcdule shall be assigned a schedule based upon a forty (40) hour work week.
- E. The Police Department's Personnel Work Schedule shall be prepared and posted and remain in effect throughout the schedule year.

### **Overtime & Court Time.**

- A. An officer's hourly rate is calculated by dividing the total annual salary (base, longevity and college credits) by 2080. Premium overtime will be paid at a rate one and one-half (1 ½) times the officer's hourly pay rate. All overtime payments under this Section and Section 5 (Holidays), will be based on the salaries established in Section 23 (Salaries & Wage Scale) of this agreement.

B. The Employer will pay a minimum of two (2) hours pay for the first two (2) hours or any part thereof and one (1) hour pay or any part thereafter when an officer is called to work other than his/her normally scheduled working hours, at a premium overtime rate as outlined in paragraph A above (Overtime & Court Time). This includes all court appearances and quasi-judicial proceedings pursuant to police duties.

C. All officers will be compensated at a premium overtime rate or compensatory time as outlined in paragraph A above (Overtime & Court Time) for all hours worked in excess of their regular scheduled hours.

## SECTION 5

### Holidays

A. The following fourteen (14) days or 112 hours shall be designated holidays:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 8. Labor Day               |
| 2. M.L. King's Birthday  | 9. Columbus Day            |
| 3. Lincoln's Birthday    | 10. General Election Day   |
| 4. Washington's Birthday | 11. Veteran's Day          |
| 5. Good Friday           | 12. Thanksgiving Day       |
| 6. Memorial Day          | 13. Day after Thanksgiving |
| 7. Fourth of July        | 14. Christmas Day          |

B. The Employer shall pay the officer straight time for all holidays unused by December 1st of each year to a maximum of five (5) days or forty (40) hours. This payment shall be by check, separate from the officer's payroll check. Holidays shall not be carried from year to year.

C. Upon completion of twenty-three (23) years of employment with the Township Police Department an employee's bi-weekly compensation may, at his/her option, for one (1) time in his/her career, include holiday pay as part of the employee's base salary and shall be included in the employee's bi-monthly pay. This shall be in lieu of time off for holidays. This election must be made in writing to the Chief of Police prior to January 1 of the year preceding the start of the officer's 24th year of employment with the Department. This election shall be irrevocable and cannot be rescinded under any circumstances.

D. In the event an officer cannot be scheduled off on any aforesaid day, the officer will have the right to take a day off at his/her option, with the approval of the scheduling officer. Five (5) of said

holidays will be granted to the officer when five (5) days prior written notice is given to the scheduling officer and Chief of Police, provided that no more than two (2) officers request the same shift off.

## SECTION 6

### Vacations

Vacations are to be in effect from January 1st to December 31st and are granted on a calendar year basis. Police officers shall be entitled to vacation as follows:

During first calendar year of employment, one working day for each full month of service from date of appointment. Thereafter, days will be credited to the officer at the beginning of each calendar year in accordance with the following schedule:

0 through 1 year of service	12 days or 96 hours
2 through 5 years of service	14 days or 112 hours
6 through 10 years of service	16 days or 128 hours
11 through 15 years of service	19 days or 152 hours
16 through 20 years of service	22 days or 176 hours
21 through 25 years of service	25 days or 200 hours

All officers shall be allowed to carry over, into the following year, up to 96 hours of vacation time in accordance with New Jersey State Law.

## **SECTION 7**

### **Sick Leave**

Each employee shall receive fifteen (15) days or 120 hours of sick leave per year in accordance with New Jersey Department of Personnel Regulations for municipalities. Unused sick leave shall accumulate from year to year.

- A. Upon termination of employment, in good standing, an officer with a minimum of five (5) years of service shall be paid one (1) hour's pay for each 2 hours of accumulated sick time. The maximum payment shall be 1040 hours times the officer's base hourly rate. All payments under this section shall be made in a lump sum payment within six (6) months of the effective date of termination.
- B. Upon the approval of the Chief of Police or his designee, sworn police officers may use no more than 24 hours per year of the current year's sick leave as personal time.
- C. Use of personal sick time shall require no home confinement and shall not be subject to absentee reporting or proof of medical illness.
- D. Use of personal sick time shall require a minimum of twelve (12) hours notice and approval from the Chief of Police or his designee.

## SECTION 8

### **Salaries and Wages**

All salaries and wages shall be paid periodically in accordance with New Jersey State Department of Personnel Regulations and as set forth in Section 23 attached hereto and made a part hereof. All wages shall be paid bi-weekly.

## SECTION 9

### **Police Schools and Meetings**

- A. Police School: Any police officer who is directed to attend a police school by the Chief of Police during time which would normally be time off will receive compensation at his/her straight time rate of pay or compensatory time off, on an hour-for-hour basis, subject to the approval of the Chief of Police.
- B. Police Training: Each police officer shall be required to attend classes of police school and/or training at a rate of no less than twenty (20) hours per year. This school and/or training must be approved by the New Jersey Police Training Commission. Proper certification demonstrating attendance at, and completion of, this school and/or training shall be submitted by each officer to the Chief of Police on or before December 31st of each year.
- C. Expenses: Any expense, [including mileage at a rate of .22 cents per mile for use of personal vehicle, meals (maximum \$8.50 per officer per meal or 25.00/day for an overnight school as set forth in Section 13), clothing and equipment] incurred while attending such schools or said training, will be paid by the Employer upon submission and approval of an itemized expenses form.
- D. Each officer shall attend a full-dress inspection once each year, unless excused by the Chief of Police. Notice of the full dress inspection shall be posted in the Police Headquarters thirty (30) days in advance of said inspection.
- E. There may be held two (2) meetings each year between the general membership of the PBA and the Chief of Police, director of Public Safety, Business Administrator, and a member of the Township Council. These meetings, if held, will take place in January and/or June. Attendance is voluntary.

F. Conventions: The duly elected State Delegate and two (2) Alternate State Delegates will be provided time off with pay to attend the State PBA Annual Convention and the annual mini convention in accordance with N.J.S.A. 40A:14-177. Evidence of attendance at these meetings in the form of a letter from the President of the PBA will be required prior to payment. Time off with pay for attendance at such meetings will include travel time. Payment will be made for attendance during the officially scheduled day(s) of such conventions only, exclusive of holiday, vacation, sick leave and personal time.

G. Overtime will not be paid to an employee who attends such conventions, police school/training or other meetings as outlined herein under this Section.

## SECTION 10

### **Clothing and Maintenance Allowances**

Each police officer shall be entitled to an allotment of \$900.00 per annum for the purchase of police uniforms, equipment, and maintenance. Four Hundred (\$400.00) Dollars of said allotment shall not be payable directly to the police officer, but will be maintained in an account to be administered by the Chief of Police. Five Hundred (\$500.00) Dollars of said allotment shall be paid directly to the officer in two (2) payments. The first payment in the amount of \$250.00 shall be payable after January 1st and the second payment in the amount of \$250.00 after July 1st for the maintenance of uniforms and equipment.

A. This allowance to increase by \$50.00 effective January 1, 1998 for a total of Nine Hundred Fifty (\$950.00) Dollars of which will be paid to the officer in two (2) equal payments as set forth above.

B. Where there is a loss of uniform in the line of duty, approval may be granted by the Chief of Police for the officer to replace the uniform at the Township's expense.

## SECTION 11

### **Compensation Upon Promotion**

Any police officer promoted to a higher rank, or to the position of Detective, will receive compensation at a higher rate of pay from the date of appointment.

## SECTION 12

### **Longevity**

In addition to base pay, the Employer agrees to pay longevity starting at the commencement of the fourth year of an officer's service with Jefferson Township Police Department, at two percent (2%) and increased one-half (½%) percent each year until a maximum of \$1,375.00 total longevity is reached by each officer. Longevity shall be based on each officer's base annual wage.

A. Schedule:

Starting at the beginning of the 4th year through the completion of years of service	increased by ½%/year to maximum payout 14 per year of \$1,375.
Starting at the beginning of the 15th year through the completion of 17 years of service	\$1,675./year
Starting at the beginning of the 18th year of service and thereafter	\$1875./year

- B. A proportionate share of the longevity payment will be made bi-weekly as part of the officer's base pay. Both the Employer and employee will make pension contributions on longevity payments.

## SECTION 13

### **Traveling Expense**

This section pertains to all duties except transportation to and from police headquarters and meals during normal working hours in the Township of Jefferson.

A. Mileage.

If, at any time, a police officer shall be required to use his/her personal vehicle for police business, the Employer agrees to compensate said officer at the rate of .22 cents per mile.

B. Meal Expense.

A police officer shall be entitled to reimbursement of a maximum of \$8.50 per meal or \$25.00 per day the officer is required to pay out of personal funds. Meal expense must be fully itemized and receipted prior to reimbursement. Temporary duty assignments to other agencies, including but not limited to, the Morris County Prosecutor's Office, New Jersey State Police Narcotic Task Force, or similar details are not eligible for meal reimbursements as provided in this Section.

C. See also Section 9 as it pertains to police schools and traveling expenses.

## SECTION 14

### **Tuition Reimbursement**

For the successful completion (grade of C or above) of approved job-related college-level courses, at a recognized institution of higher learning, an employee shall be eligible to receive a maximum of \$150.00 for each college credit so completed. This reimbursement is in lieu of the benefits paid under Section 15 of this Agreement.

Reimbursement under this section can take place at any time, twice in one calendar year as it does not effect gross salary wages. Employees requesting reimbursement must submit proof of grade and dated tuition receipt with the request upon course completion. After seven years, on February 1st of the eighth calendar year from the reimbursement year, an employee may resubmit the credit hours accumulated for compensation under Section 15 of this agreement.

The Township agrees to process applications for reimbursement within three weeks from the time of submission.

## SECTION 15

### **College Credits**

There is hereby established an educational program for officers of the police department with service of at least three (3) years. For the successful completion (grade of C or above) of approved job-related courses, each participating police officer shall be awarded \$22.00 per credit hour for each successfully completed course up to 70 credit hours in 1997 and \$25.00 per credit hour for each successful course completed beginning January 1, 1998.

Effective January 1, 1997, as an incentive to pursue further education, additional credit hours successfully completed shall be awarded at \$30.00 per credit hour up to 104 credit hour maximum. Current certified transcripts stating the completion and grade of said college level courses shall be on file with the Township Administrator by February 1st of each year. At that time, the Township Council, by resolution, shall set forth the monetary amounts earned during the previous year.

Compensation for educational credits will be paid in a proportionate share bi-weekly as part of the employee's base pay. Both the employee and Employer will make pension contributions based on educational credits.

## SECTION 16

### **Medical Coverage**

The Township shall offer enrollment, to all eligible full-time police officers, in the New Jersey State Health Benefits Plan which includes health insurance, hospitalization and major medical insurance as provided under the terms of the Plan. Dental insurance coverage shall also be maintained for eligible employees as currently provided. The Township reserves the right to change insurance carriers provided that equal to or greater benefits are provided to benefit recipients.

The Employer agrees to show any changes in medical coverage to the PBA Local 190 thirty (30) days prior to any change. If a grievance is filed concerning any medical coverage, it will be subject to the grievance procedure including arbitration.

## SECTION 17

### **Disability**

The Employer agrees to pay any officer disabled in the line of the duty his/her full pay, without loss of sick leave from the first day of said disability until said officer is able to return to work or is retired on disability.

- A. While any officer is receiving worker's compensation benefits and full pay from the Employer, such officer will compensate the Employer an amount equal to the amount of worker's compensation benefits he/she receives.
- B. An officer will not be required to compensate the Employer for any permanent disability benefits received.
- C. An officer receiving full pay while on worker's compensation, and who becomes exempt or receives tax relief of his/her Federal or State taxes, thereby receiving a greater net pay, shall refund this additional amount to the Township.

## SECTION 18

### **Benefits to Surviving Spouse and Dependents**

- A. Any police officer who shall retire due to a disability incurred in the line of duty shall be entitled to all medical benefits in accordance with standard policies in effect for other police officers for him/herself, his/her spouse and dependents.
- B. Upon an officer's death in the line of duty, his/her surviving spouse and all other dependents shall continue to receive all medical coverage in accordance with the policies in effect for other officers until the surviving spouse's death or remarriage, to the extent permitted by the New Jersey State Health Benefits Commission Rules and Regulations.

## SECTION 19

### **Hospitalization After Retirement**

A. It is hereby agreed that, subject to the guidelines of this Article, the Township shall provide paid hospitalization for police officers retiring after January 1, 1985, in accordance with the provisions of the New Jersey State Health Benefits Plan. Eligibility for the benefit shall be determined in accordance with the provisions and regulations of the New Jersey State Health Benefits Plan and Chapter 88, P.L. 1974.

B. In order to be eligible for this benefit, police officers employed by the Township of Jefferson must have retired after 25 or more years of service credit in a State or locally administered retirement system or, have retired on a disability pension in accordance with N.J.S.A. 52:14-17.38.

C. Township-paid health insurance on retirement shall only be available until the retiree is eligible for Medicare benefits, or until death. It is specifically understood that this benefit shall cease upon the retiree's demise, or when the employee becomes eligible for Medicare benefits, whichever is sooner. As long as the retiree is eligible for Township-paid health benefits, coverage shall be inclusive of the Retiree's spouse and dependents.

## SECTION 20

### No Strike Pledge

- A. The PBA covenants and agrees that during the term of this agreement, neither the PBA nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Township. The PBA agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slow down, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The PBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow down, walkout or other job action against the Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.

## SECTION 21

### **Grievance Procedure**

#### OBJECTIVES:

1. Resolve grievance as quickly as possible.
2. Settle the disagreement at the employee-supervisor level informally.
3. Correct the cause of the grievance to prevent future similar complaints.
4. A grievance procedure is to promote harmonious relations among employees and supervisors.

#### PROCEDURES:

- A. In the event a difference arises between the employer and employee or any recognized group in interpretation of rules that have been promulgated or the negotiated contract between the PBA and the Employer, the individual will make the grievance known to his/her immediate supervisor within 120 hours of its occurrence and attempt to settle the difference with his/her immediate supervisor.
- B. If no satisfactory agreement is reached within two (2) calendar days after Step A, the grievance shall be submitted to the Chief of Police and a copy to the Director of Public Safety.
- C. If no satisfactory agreement is reached, the Officer may then request a conference with the Chief of Police after three (3) calendar days.
- D. If there is no agreement reached by both sides at Step C, the Director of Public Safety shall have ten (10) days to submit his/her decision in writing, after steps A through

C have been followed and the Director has been apprised in writing of the decision at Step C.

- E. The aggrieved employee has a right to be represented by Counsel or by an official of his/her bargaining agent. If additional time is needed by either side regarding the above procedures, it must be given by mutual consent of both sides.
- F. Employees shall have the right to refrain from joining employee organizations and may present a grievance as an individual. The PBA can represent the individual.
- G. Within ten (10) days of transmittal of a written answer by the Director of Public Safety or his/her agent, if the grievance is not settled to the satisfaction of Employer, employee or bargaining agent, either party to this Agreement may request that this grievance be submitted to arbitration as provided below. A copy of the request for arbitration shall be sent to the Director of Public Safety or his/her agent.
- H. The arbitrator shall be selected by both parties. The arbitrator must limit his/her arbitration to issues that were presented at time of the grievance. The arbitrator can only arbitrate those matters which are not in conflict with the Rules and Regulations of the Civil Service Commission. The arbitrator shall be selected from the New Jersey State Board of Mediation, and then, in accordance with the procedures of the agency used, expenses will be borne equally by the PBA and the Employer. Only the Employer and the PBA reserve the right to submit to arbitration. The arbitrator's decision shall be final and binding on both parties. The arbitrators shall not have the ability to modify the contract.
- I. This grievance procedure shall be enforced as long as it is not in conflict with

anything herein provided. It shall not be in conflict with N.J.S.A. 11A or N.J.S.A. 40A, the Administrative Code of Jefferson Township, Section 13.7 to 13.15 Section 5.3 "Personnel" of the Administrative Code or Rules and Regulations of the Jefferson Township Police Department.

## SECTION 22

### **Miscellaneous**

- A. The method and means of annually evaluating the general work performance of each police officer has been developed and instituted by the Employer, the refinement and utilization of criteria for evaluation and the establishment of a procedure for an evaluation system shall be from an accepted management manual such as M.P.A., I.C.P.A.
- B. Each police officer shall have the right to review the contents of his/her personnel file upon reasonable notice and at a reasonable time. A police officer may request and the Employer shall then provide the contents of his/her personnel file. All contents shall be accounted for, dated and recorded.

## SECTION 23

### **Salary and Wage Scale**

RANK	1/1/97	1/1/98	1/1/99
Academy Step	\$25,600.00	\$26,624.00	\$27,422.72
Step 1	\$30,576.00	\$31,799.04	\$32,753.01
Step 2	\$36,871.36	\$38,346.21	\$39,496.60
Step 3	\$43,166.71	\$44,893.38	\$46,240.18
Step 4	\$46,878.69	\$48,753.84	\$50,216.45
Step 5	\$50,590.65	\$52,614.28	\$54,192.71
Step 6	\$54,439.10	\$56,616.66	\$58,315.16
Sergeants	\$59,883.01	\$62,278.33	\$64,146.68
Lieutenant	\$65,871.31	\$68,506.16	\$70,561.34

- A. Any officer appointed to the position of Detective will receive additional compensation of \$1000.00 per annum payable in two (2) equal installments in June and December. Detectives may receive overtime compensation as provided in Section 4 of this Agreement. The Chief of Police may require prior approval, or the prior approval of a superior officer he/she so designates, for all overtime (except emergencies) worked by detectives. If, during the fiscal year, in the opinion of the Chief of Police, the amount of overtime paid to detectives is so great as to cause a financial hardship upon the department budget, he/she may demand that Detectives receive one and one-half hours compensatory time off for each hour overtime worked.

in lieu of overtime pay. The Employer agrees that any decision to declare a financial hardship will be made in good faith and based solely upon fiscal considerations.

When the Chief of Police determines a financial hardship exists, he/she will notify each detective and the hardship will remain in effect for all detectives for the remainder of the year.

- B. A patrolman's length of service shall be based upon his/her anniversary date of employment. The length of service of any officer above the rank of Patrolman shall be based upon his/her anniversary date of promotion for promotional purposes only. Longevity shall be based upon the anniversary date of employment for all officers.
- C. Those officers employed or promoted prior to July 1st of any year, shall be deemed employed or promoted the preceding January 1st for seniority calculation. Those officers employed or promoted subsequent to July 1st shall be deemed employed or promoted the subsequent January 1st for seniority calculations.
- D. If, at any time, a police applicant has prior police experience, the Chief of Police, at his discretion, with the approval of the Mayor, may place the applicant no further than the fourth (4th) step in the salary guide (inclusive of the Academy Step).
- E. Any officer appointed during the term of this agreement will be placed at the Academy Step of the above stated guide. This excludes officers appointed under the special provision of Paragraph "D."
- F. It is agreed by the Employer and the PBA that all promotions to a higher rank shall be made within the Division of Police as it exists at the time of said vacancy, except Chief. The Chief's position will be filled in accordance with Civil Service New

Jersey Department of Personnel Regulations.

- G. Effective January 1, 1997, January 1, 1998 and January 1, 1999, all officers shall have their base pay increased in accordance with the salary guide established in Section 23 of this Agreement. Each step in Section 23 equals one year of service and officers will automatically move up a step the first day of each year (January 1), and shall receive this compensation in the first paycheck in January. In the event a new contract has not been negotiated, the Step increases will be automatically granted.
- H. Any officer appointed or promoted during the calendar year of this Agreement shall receive, pro-rated from his/her date of employment to the end of that calendar year, the salary adjustment provided for under Paragraph "G" above. The provisions of this paragraph shall apply to newly hired officers and newly promoted officers appointed during the term of this Agreement.
- I. All officers hired prior to February 29, 1997 shall be grandfathered and shall be brought to the step equal to the step they were previously paid. Example: If at Step 5 in 1996 guide, that officer will be paid at the Step 6 rate in 1997.
- J. Any non-police training commission certified officer shall be hired at the academy level step. Upon successful completion of a certified police academy, that officer will be immediately paid at the Step 1 rate.

## SECTION 24

### **Leave of Absence - Death in Family**

In the case of the death of mother, father, wife, husband, son, daughter, brother, sister, grandchild, grandmother, grandfather, father-in-law, mother-in-law, and relations living in the employee's household, members shall receive three (3) days off exclusive of vacation, sick leave, holiday time, and personal days. Up to five (5) days from the day of death until the day after burial inclusive may be granted with prior approval of the Chief of Police. In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, cousin of the first degree, members shall receive time off exclusive of vacation, sick leave, holiday time and personal day on the day of the burial only. For purposes of days off under this section, a day will be equivalent in hours to a normal work day for the officer requesting such leave.

## SECTION 25

### **Separability and Savings**

- A. The Township and the PBA recognize the possibility of an Economic Stabilization Program enacted by Congress, authorizing the President to establish controls regarding prices, rents, wages and salaries and agree to abide fully by its provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes contained in this Agreement cannot be legally made effective, such increase shall be omitted or proportionately adjusted according to law.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## SECTION 26

### **Fully Bargained Provisions**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues.

## SECTION 27

### **Term of Agreement**

This Agreement shall take effect January 1, 1997, and shall remain in full force and effect until midnight December 31, 1999, and thereafter from year to year unless either party shall give notice in writing 90 days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid 90 day notice is given. Thereafter, the responding changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this section.

## **SECTION 28**

### **Body Armor**

Each employee shall be entitled to reimbursement up to \$650.00 for the purchase of approved (Class IIA or better) body armor. Employees must submit receipt of purchase indicating the price, style and type of armor purchased for reimbursement. Receipt must be submitted in the calendar year of the purchase. Once reimbursed that particular employee will not be reimbursed for new body armor for a period of five years. Reimbursement will not be transferable between employees.

Employees purchasing body armor and having been reimbursed by the Township shall be expected to wear such body armor as specified in department Rules and Regulations. On outside employment or details where the Class B uniform or Traffic is acceptable, body armor shall be worn at the employee's discretion.

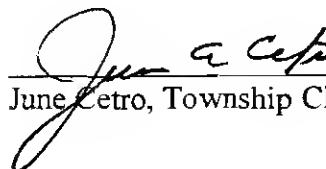
The Township agrees to reimburse employees within three weeks from the time submitted as with any other reimbursement in this agreement.

## SIDE-BAR AGREEMENT

The Township of Jefferson and the Policemen's Benevolent Association, Local No. 190 agree, in addition to the terms set forth in their current collective bargaining agreement commencing January 1, 1997 and continuing thereafter to the following terms:

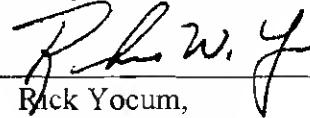
In consideration for their mutual promises the Township and PBA Local 190 agree that the PBA Local 190 shall indemnify and hold the Township of Jefferson, its officials, employees and representatives harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for purposes of complying with the provisions of the collective bargaining agreement set forth in Section 5 providing for Holidays.

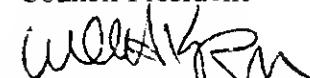
Attest:

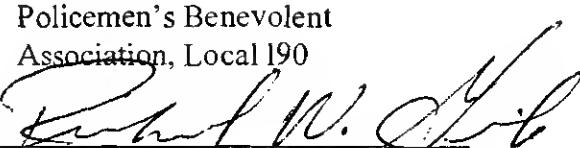
  
\_\_\_\_\_  
June Cetro, Township Clerk

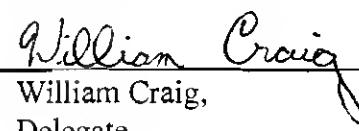
Township of Jefferson

By:   
\_\_\_\_\_  
Evelyn Brown, Mayor

By:   
\_\_\_\_\_  
Rick Yocum,  
Council President

By:   
\_\_\_\_\_  
William Knipper,  
Councilman

Policemen's Benevolent  
Association, Local 190  
By:   
\_\_\_\_\_  
Richard Geib,  
President

By:   
\_\_\_\_\_  
William Craig,  
Delegate

**WITNESS WHEREOF**, the parties have by their duly authorized representatives set their hand and seals.

Attest:

Jane A Cetro  
June Cetro, Township Clerk

Township of Jefferson

By: Evelyn Brown  
Evelyn Brown, Mayor

By: Rick Yocum  
Rick Yocum,  
Council President

By: William Knipper  
William Knipper,  
Councilman

Policemen's Benevolent  
Association, Local 190  
By: Richard Geib  
Richard Geib,  
President

By: William Craig  
William Craig,  
Delegate